

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CHONG and MARILYN YIM, KELLY
LYLES, EILEEN, LLC, and RENTAL
HOUSING ASSOCIATION OF
WASHINGTON,

Plaintiffs,

vs.

THE CITY OF SEATTLE, a Washington
Municipal Corporation,

Defendant.

No. 2:18-cv-736-JCC

CITY OF SEATTLE'S ANSWER TO
COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF

The City of Seattle, the sole Defendant, answers each of the numbered paragraphs of Plaintiffs' Complaint for Declaratory and Injunctive Relief (the "Complaint," Dkt. 1-1) as follows:

I. INTRODUCTION

1. Paragraph 1 of the Complaint states only legal conclusions to which no answer is required. To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

2. The City lacks knowledge or information sufficient to form a belief about the screening

1 practices of residential landlords, or about the incident in Illinois described in paragraph 2 of the
2 Complaint, and therefore DENIES those allegations. The remainder of paragraph 2 states only legal
3 conclusions to which no answer is required. To the extent that it contains allegations within the
4 meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

5 3. The City ADMITS that the purposes listed in paragraph 3 of the Complaint are among the
6 purposes for which Ordinance 125393 was enacted and DENIES any other allegation inherent in
7 those allegations. To the extent that paragraph 3 characterizes Ordinance 125393, the ordinance
8 speaks for itself, and the City DENIES those characterizations.

9 4. To the extent that paragraph 4 of the Complaint consists of characterizations of Ordinance
10 125393, the City DENIES those characterizations, because the ordinance speaks for itself. To the
11 extent that it states legal conclusions, no answer is required. To the extent that paragraph 4 contains
12 allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

13 5. Paragraph 5 of the Complaint consists of characterizations of Ordinance 125393. Because the
14 ordinance speaks for itself, the City DENIES those characterizations. To the extent that paragraph 5
15 contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES them.

16 6. Paragraph 6 of the Complaint states only legal conclusions to which no answer is required.
17 To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
18 DENIES those allegations.

19 II. PARTIES

20 7. The City lacks knowledge or information sufficient to form a belief about the factual
21 allegations related to the “plaintiff landlords” in paragraph 7 of the Complaint and therefore DENIES
22 those allegations. The remainder of the paragraph states only legal conclusions to which no answer
23 is required.

1 8. The City lacks knowledge or information sufficient to form a belief about the allegations in
2 paragraph 8 of the Complaint and therefore DENIES them.

3 9. The City ADMITS that it is a Washington municipality located in King County; it DENIES
4 that it is “chartered by the State of Washington” as alleged in paragraph 9 of the Complaint.

5 **III. JURISDICTION AND VENUE**

6 10. Paragraph 10 of the Complaint states only legal conclusions to which no answer is required.
7 To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
8 DENIES those allegations.

9 11. Paragraph 11 of the Complaint states only legal conclusions to which no answer is required.
10 To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
11 DENIES those allegations.

12 12. The City ADMITS that it is located within the limits of King County. The remainder of
13 paragraph 12 of the Complaint states only legal conclusions to which no answer is required.

14 **IV. FACTUAL BACKGROUND**

15 13. The City ADMITS that the City Council passed Council Bill 119015 on August 14, 2017, and
16 that the Mayor signed it (as Ordinance 125393) on August 23, 2017. The remainder of paragraph 13
17 of the Complaint consists of characterizations of Ordinance 125393. Because the ordinance speaks
18 for itself, the City DENIES those characterizations.

19 14. Paragraph 14 of the Complaint consists of characterizations of the recitals of Ordinance
20 125393. Because the recitals of the ordinance speak for themselves, and the City DENIES those
21 characterizations.

22 15. To the extent that paragraph 15 of the Complaint consists of characterizations of the recitals
23 of Ordinance 125393 or documents cited in those recitals, the recitals and documents speak for

1 themselves, and the City DENIES those characterizations. To the extent that paragraph 15 contains
2 allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

3 16. Paragraph 16 of the Complaint consists of characterizations of Ordinance 125393. Because
4 the ordinance speaks for itself, the City DENIES those characterizations.

5 17. Paragraph 17 of the Complaint consists of characterizations of Ordinance 125393. Because
6 the ordinance speaks for itself, the City DENIES those characterizations.

7 18. Paragraph 18 of the Complaint consists of characterizations of Ordinance 125393. Because
8 the ordinance speaks for itself, the City DENIES those characterizations.

9 19. Paragraph 19 of the Complaint consists of characterizations of Ordinance 125393. Because
10 the ordinance speaks for itself, the City DENIES those characterizations.

11 20. To the extent that paragraph 20 of the Complaint consists of characterizations of Ordinance
12 125393, the ordinance speaks for itself, and the City DENIES those characterizations. To the extent
13 that paragraph 20 contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
14 DENIES those allegations.

15 21. Paragraph 21 of the Complaint consists of characterizations of Ordinance 125393. Because
16 the ordinance speaks for itself, the City DENIES those characterizations.

17 22. Paragraph 22 of the Complaint consists of characterizations of Ordinance 125393. Because
18 the ordinance speaks for itself, the City DENIES those characterizations.

19 23. The City DENIES any allegation implicit in the description of what the “City claims” at the
20 beginning of paragraph 23 of the Complaint. The remainder of paragraph 23 consists of
21 characterizations of Ordinance 125393. Because the ordinance speaks for itself, the City DENIES
22 those characterizations.

23 24. Paragraph 24 of the Complaint consists of characterizations of Ordinance 125393. Because

1 the ordinance speaks for itself, the City DENIES those characterizations.

2 25. Paragraph 25 of the Complaint consists of characterizations of Ordinance 125393. Because
3 the ordinance speaks for itself, the City DENIES those characterizations.

4 26. Paragraph 26 of the Complaint consists of characterizations of Ordinance 125393. Because
5 the ordinance speaks for itself, the City DENIES those characterizations.

6 27. Paragraph 27 of the Complaint consists of characterizations of Ordinance 125393. Because
7 the ordinance speaks for itself, the City DENIES those characterizations.

8 28. Paragraph 28 of the Complaint consists of characterizations of Ordinance 125393. Because
9 the ordinance speaks for itself, the City DENIES those characterizations.

10 29. The City lacks knowledge or information sufficient to form a belief about what “City
11 Councilmembers recognized” in enacting Ordinance 125393, and therefore DENIES those
12 allegations of paragraph 29 of the Complaint. The remainder of the paragraph characterizes portions
13 of the Washington Residential Landlord Tenant Act, RCW Ch. 59.18. Because that statute speaks for
14 itself, the City DENIES those characterizations.

15 30. The City lacks knowledge or information sufficient to form a belief about the factual
16 allegations related to Plaintiffs’ access to “valuable information” or the increased risk described in
17 paragraph 30 of the Complaint and therefore DENIES those allegations. The remainder of the
18 paragraph states only legal conclusions to which no answer is required.

19 31. The City lacks knowledge or information sufficient to form a belief about the allegations in
20 paragraph 31 of the Complaint and therefore DENIES them.

21 32. The City lacks knowledge or information sufficient to form a belief about the allegations in
22 paragraph 32 of the Complaint and therefore DENIES them.

23 33. The City lacks knowledge or information sufficient to form a belief about the allegations in

1 paragraph 33 of the Complaint and therefore DENIES them.

2 34. The City lacks knowledge or information sufficient to form a belief about the allegations in
3 paragraph 34 of the Complaint and therefore DENIES them.

4 35. The City lacks knowledge or information sufficient to form a belief about the allegations in
5 paragraph 35 of the Complaint and therefore DENIES them.

6 36. The City lacks knowledge or information sufficient to form a belief about the allegations in
7 paragraph 36 of the Complaint and therefore DENIES them.

8 37. The City lacks knowledge or information sufficient to form a belief about the allegations in
9 paragraph 37 of the Complaint and therefore DENIES them.

10 38. The City lacks knowledge or information sufficient to form a belief about the allegations in
11 paragraph 38 of the Complaint and therefore DENIES them.

12 39. The City lacks knowledge or information sufficient to form a belief about the allegations in
13 paragraph 39 of the Complaint and therefore DENIES them.

14 40. The City lacks knowledge or information sufficient to form a belief about the allegations in
15 paragraph 40 of the Complaint and therefore DENIES them.

16 41. The City lacks knowledge or information sufficient to form a belief about the allegations in
17 paragraph 41 of the Complaint and therefore DENIES them.

18 42. The City lacks knowledge or information sufficient to form a belief about the allegations in
19 paragraph 42 of the Complaint and therefore DENIES them.

20 **V. DECLARATORY RELIEF ALLEGATIONS**

21 43. Paragraph 43 of the Complaint states only legal conclusions to which no answer is required.
22 To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
23 DENIES those allegations.

44. Paragraph 44 of the Complaint states only legal conclusions to which no answer is required. To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

45. Paragraph 45 of the Complaint states only legal conclusions to which no answer is required. To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

46. Paragraph 46 of the Complaint states only legal conclusions to which no answer is required. To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

VI. PERMANENT INJUNCTIVE RELIEF ALLEGATIONS

47. Paragraph 47 of the Complaint states only legal conclusions to which no answer is required. To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

48. Paragraph 48 of the Complaint states only legal conclusions to which no answer is required. To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

VII. CAUSES OF ACTION

COUNT I

49. Paragraph 49 of the Complaint contains no allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B) and therefore does not require an admission or denial. To the extent paragraph 49 restates previous allegations requiring a response, the City reiterates its previous denials or admissions of those allegations.

50. Paragraph 50 of the Complaint states only legal conclusions to which no answer is required.

1 To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
2 DENIES those allegations.

3 51. To the extent that paragraph 51 of the Complaint states legal conclusions, no answer is
4 required. To the extent that paragraph 51 characterizes Ordinance 125393, the ordinance speaks for
5 itself, and the City DENIES those characterizations. To the extent that paragraph 51 contains
6 allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

7 **COUNT II**

8 52. Paragraph 52 of the Complaint contains no allegations within the meaning of Fed. R. Civ. P.
9 8(b)(1)(B) and therefore does not require an admission or denial. To the extent paragraph 52 restates
10 previous allegations requiring a response, the City reiterates its previous denials or admissions of
11 those allegations.

12 53. Paragraph 53 of the Complaint states only legal conclusions to which no answer is required.
13 To the extent that it contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
14 DENIES those allegations.

15 54. Paragraph 54 of the Complaint purports to quote the Fourteenth Amendment to the United
16 States Constitution. The text of the amendment speaks for itself, and the City therefore DENIES the
17 allegations of paragraph 54.

18 55. The City ADMITS that one purpose of the Fair Chance Housing Ordinance is to “assist
19 individuals in reintegrating into society after release from incarceration” as stated in paragraph 55 of
20 the Complaint. Plaintiffs’ characterization of that purpose as a “laudable goal” is not an allegation
21 within the meaning of Fed. R. Civ. P. 8(b)(1)(B). The remainder of paragraph 55 states only legal
22 conclusions to which no answer is required. To the extent that it contains allegations within the
23 meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

1 56. Paragraph 56 of the Complaint consists of characterizations of “studies collected in the City
 2 clerk’s file report...” Because those “studies” speak for themselves, the City DENIES those
 3 characterizations. To the extent that paragraph 56 contains allegations within the meaning of Fed. R.
 4 Civ. P. 8(b)(1)(B), the City DENIES those allegations.

5 57. Paragraph 57 of the Complaint consists of characterizations of Ordinance 125393. Because
 6 the ordinance speaks for itself, the City DENIES those characterizations. To the extent that paragraph
 7 57 contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those
 8 allegations.

9 58. Paragraph 58 of the Complaint consists in part of characterizations of the recitals of Ordinance
 10 125393 and characterizations of “studies relied upon by the City...” Because the recitals and studies
 11 speak for themselves, the City DENIES those characterizations. The remainder of paragraph 58 states
 12 only legal conclusions to which no answer is required. To the extent that remainder contains
 13 allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

14 59. Paragraph 59 of the Complaint consists of characterizations of the recitals of Ordinance
 15 125393 and at least one study. Because the recitals and study or studies speak for themselves, the
 16 City DENIES those characterizations. To the extent that paragraph 59 contains allegations within the
 17 meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

18 60. Paragraph 60 of the Complaint consists of characterizations of Ordinance 125393, its recitals,
 19 and at least one study. Because the ordinance, its recitals, and the study or studies speak for
 20 themselves, the City DENIES those characterizations. To the extent that paragraph 60 contains
 21 allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City DENIES those allegations.

22 61. Paragraph 61 of the Complaint consists of characterizations of studies and an Oregon statute.
 23 The studies and statute speak for themselves, the City DENIES those characterizations. To the extent

1 that paragraph 61 contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B), the City
2 DENIES those allegations.

3 62. Paragraph 62 of the Complaint states only legal conclusions to which no answer is required.
4 To the extent that paragraph 62 contains allegations within the meaning of Fed. R. Civ. P. 8(b)(1)(B),
5 the City DENIES those allegations.

6 **VIII. PRAYER FOR RELIEF**

7 No response is required to Plaintiffs' prayer for relief.

8 **X. CITY'S PRAYER FOR RELIEF**

9 The City asks the court to DISMISS this action, enter judgment for the City, and award the
10 City such costs and attorney fees as the law allows.

11 DATED this 29th day of May, 2018.

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13 Seattle City Attorney

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CERTIFICATE OF SERVICE

I hereby certify that on May 29, 2018 I electronically filed the foregoing with the Clerk of the Court using the CM/EMF system which will send notification of such filing to the following:

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DATED this 29th day of May, 2018, at Seattle, King County, Washington.

s/ Jennifer Litfin

Jennifer Litfin, Legal Assistant